

AGREEMENT  
between  
LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
and  
SECRETARIAL/CLERICAL STAFF  
of the  
LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
for the School Years  
1993 - 1996

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
SECRETARIAL/CLERICAL CONTRACT JULY 1, 1993 - JUNE 30, 1996

I. APPROVED HOLIDAYS

- A. During the regular school year the holidays for the secretarial/clerical staff will be the same as the holidays indicated on the school calendar adopted each year by the Board of Education. In addition, secretaries/clerk typists shall have Independence Day and Labor Day as holidays. If the holiday occurs on a Saturday, secretaries/clerk typists shall have the prior Friday off. If the holiday occurs on a Sunday, secretaries/clerk typists shall have the following Monday off.
1. Any of these are to be considered regular work days if it should become necessary (due to excessive closing caused by inclement weather) to conduct classes for pupils.
  2. In addition, the secretaries/clerk typists shall be excused from work on such days that weather conditions necessitate closing school for students.

II. INSURANCE PROTECTION AND PRESCRIPTION POLICY

- A. The Board of Education will assume the cost of the coverage of the New Jersey State Health Benefits Plan or its equivalent for all employees and eligible dependents. Said coverage includes Blue Cross, Blue Shield, Rider J. and Major Medical. If the Board of Education changes to another health benefits provider, a mandatory second opinion on surgery provision is to be included.
- B. The Board of Education shall provide a description of conditions and limits of coverage as listed above.
- C. 1. The Board of Education will contract with a provider for an optional prescription program with a \$5/\$1 co-pay provision, the cost of which will be paid by the Board of Education as follows:
- a. Family unit - 50% of the cost per month
  - b. Single member - 50% of the cost per month
  - c. Parent and child - 50% of the cost per month
2. It is agreed and understood that the Board of Education will not make any contribution in excess of the amounts provided herein for each participation in the plan.

- D. Beginning July 1, 1993, during the life of this agreement, the Board of Education shall create an account of \$650.00 for the first year of the contract (1993/94) and \$700.00 for the second year of the contract (1994/95), and \$700.00 for the third year of the contract (1995/96), which shall be for the purpose of reimbursing each full time employee covered by this agreement for any medical expense for himself/herself or his/her family which is not covered by any other insurance provided herein. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods. Any unused funds from a given school year may only be carried over one (1) school year. Any first year secretary will not be eligible for fringe bank reimbursement. Also, any medical bills during this period will not be reimbursed the following year.
- E. The unused balances of the Prescription Payment Plan cannot be used as a reimbursement in the Medical Fringe Bank Clause. Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30th and/or May 30th. Payment dates shall be on or before December 30th and on or before June 30th.

### III. VACATION LEAVE POLICY

- A. After employment of one full year, secretaries/clerks shall be entitled to vacation leave totaling two (2) calendar weeks; after five years of employment, vacation leave will increase to three (3) calendar weeks; after twenty years, vacation leave will increase to four (4) calendar weeks.
- B. All twelve month employees shall be entitled to vacation pay even though their services terminated prior to the closed of the fiscal period.
- C. Vacation privileges are not affected by extended absence that is covered by approved accumulated sick leave.
- D. When absence from the job is prolonged (over and beyond the approved accumulated sick leave) then vacation leave shall be based on the ratio of total time on the job during the fiscal year.
- E. Vacations are to be arranged so complete office continuity is maintained. The building principal/supervisor will first approve the dates before they become effective. The Superintendent will have final approval. Seniority shall have preference. June 1 each year will be the deadline for receiving vacation requests; subject to change with building Principal and Superintendent's approval.

- F. Effective with the 1986-87 contract year and continuing, secretaries/clerks will be able to carry over half of current year earned vacation time. The only exception to the foregoing would be with the approval of the Superintendent. At least one week vacation will be used during the summer months. No more than two weeks vacation may be taken at any one time except with the prior approval of the building Principal and Superintendent. NOTE: Further clarification of Section F is incorporated as Addendum A of the new contract (see attached).

#### IV. GENERAL

A. OFFICE HOURS

1. School calendar - secretaries/clerks workday shall be eight hours per day, including a forty-five minute lunch, to commence not earlier than 7:00 a.m. and terminate not later than 4:30 p.m.
2. Partial summer hours 8:00 a.m. - 3:00 p.m. to begin the day following students last day of school and continue until June 30th.
3. Summer Hours : 8:00 a.m. - 2:00 p.m.

B. BREAK PERIODS

1. A fifteen (15) minute break period will be provided to personnel for personal needs during both morning and afternoon.

C. TENURE

1. Tenure shall be acquired by all secretaries/clerks after satisfactory employment following a period of three (3) consecutive calendar years in accordance with state statutes.

D. OVERTIME

1. Overtime shall be compensated at the rate of 1 1/2 per hourly rate. The overtime rate is only involved when the actual hours worked in a week exceeds 40 hours. All other extra time prior to 40 hours shall be at a regular salary.

#### V. LEAVES OF ABSENCE

A. SICK LEAVE

1. As of July 1, 1986, all secretaries/clerks shall be entitled to one sick leave day per full month of employment accumulative with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification will be submitted.
2. Secretaries/clerks who retire from the District and qualify for pension in accordance with the provisions of the Public Employees Retirement System shall be reimbursed for unused sick leave at the rate of 25% of her per diem (calculated at 1/240th of annual salary at the time of retirement) rate provided at least ten (10) years of employment has been completed in the Lower Cape May Regional School District.

8. OTHER LEAVES

1. PERSONAL LEAVE

First year of service - one personal day, second year of service - two personal days, three or more years of service - three personal days. The number of personal days becomes effective July 1, 1986 for all newly employed staff. Personal leave days are to be utilized only for personal business or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted to sick days and added to the allotment in "A" above. Application to the secretary's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. Attendance incentive:

10 month	no sick days	\$200.
10 month	no personal or sick days	\$300.
12 month	no sick days	\$300.
12 month	no sick or personal days	\$400.

3. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.

4. Any use of a personal day around a weekend must be submitted at least one week in advance.

5. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.

6. If a sick day precedes or follows a personal day a physicians note will be required by the Superintendent or his/her designee.

7. Time necessary for appearance in any legal proceedings connected with the secretary's employment or with the school system will not result in the loss of pay or personal leave days.

8. In cases where the secretary is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.

9. No more than one secretary per each office area may receive the same day off for personal leave. In the event that someone requests an emergency personal day that exceeds the limitation previously stated then the specific reason for such leave must be given in writing. The Superintendent has the discretion in those cases to approve or disapprove the leave requests. The Superintendent's decision will be binding and not grievable under Article XII of the Board/Association agreement.
10. Critical illness, defined as hospitalization with critical or serious condition or life threatening situation, as certified by a physician, or death in the immediate family, such as spouse, children, mother, father, sister, brother, grandfather, grandmother, grandson, granddaughter, and in-laws shall constitute an excused absence up to five days per occurrence. A doctor's note must accompany all requests for the day(s) used. Such absence shall not result in the loss of personal days. Secretaries may request one (1) day of leave for the death of a close friend, which is subject to denial by the Superintendent in accordance with the need of the school system. The Superintendent's decision related to the additional day, is non-grievable. This day can only be used if no personal days remain.
11. In the event of a death of a secretary's spouse or child (natural or adopted), the secretary may request and be granted up to 10 days leave of absence. Such leave shall not result in the loss of personal days.

#### VI. MATERNITY LEAVE

- A. Secretaries/clerks may apply for and be granted sick leave due to pregnancy, for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance. The Board of Education retains the right to have its own physician verify the medical certification. The number of sick leave days shall not exceed the number the individual has accumulated.

#### VII. CHILD REARING LEAVE

- A. Secretaries/clerks may apply for and may be granted child rearing leave for the balance of the school year during which the child bearing leave, as specified, occurs. Secretaries/clerks absent less than ninety (90) school days shall receive an increment, the following year upon return and all benefits shall be restored.

#### VIII. TRAVEL REIMBURSEMENT

- A. In the event secretaries/clerks should have to use her automobile for school related travel such as banking, pick up and/or delivery of school materials, conferences (employment related), she shall be compensated the standard mileage by IRS as of July 1st of the contract year.

#### IX. NEW AND PRESENT EMPLOYEES

- A. Recommendation for salary step placement for the new personnel will be at the discretion of the Superintendent.
- B. It is hereby agreed that any clerk typists or secretary that is working directly for an administrator/supervisor shall be on the secretary salary guide.
- C. Any position that is created or becomes available, it is hereby agreed that it be posted upon its availability.

#### X. EMPLOYEE IMPROVEMENT

- A. The Board of Education agrees to pay up to one hundred and twenty five dollars (\$125.00) per year toward tuition incurred in connection with job-related instruction or courses, which are part of a secretarial certification program, with prior approval of the Superintendent of Schools.
- B. Verification of tuition shall be submitted with the voucher for payment upon successful completion of the course.

#### XI. EVALUATION

- A. Each member of this unit will have an overall written evaluation of his/her job performance once each school year. The evaluation will be done by the member's immediate supervisor and be reviewed by the building Principal and/or the District Superintendent. The written evaluation will be reviewed at a conference with the evaluator. The unit member will sign the evaluation which signifies the receipt of the evaluation. A copy of the evaluation will be placed in the unit member's personnel file.
- B. A unit member shall have the right, upon request, to review his/her personnel file at least once a year. The member shall have the right to indicate those materials which the member believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision. No material derogatory to unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has an opportunity to review the material.

The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the unit member a duplicate of said answer, which duplicated copy shall be supplied by the unit member. The Board of Education will not establish any personnel file which is not available for the unit member's inspection. During the evaluation, the evaluator shall take into consideration the work load of the secretary/clerk typist.

## XII. GRIEVANCE PROCEDURE

### A. PURPOSE

It is the policy of the Board of Education that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, the Board of Education recognizes that the procedure must be available without any fear of discrimination because of its use.

### B. DEFINITIONS

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to all matters concerning the terms and conditions of a unit member's employment.
2. An "aggrieved party" can be a unit member of the Board of Education.

### C. SUBMISSION OF GRIEVANCES

1. Each grievance shall be submitted by the aggrieved party in writing within twenty-one (21) calendar days after the occurrence of the grievance.

### D. GRIEVANCE PROCEDURES

1. The aggrieved party shall first submit the grievance in writing to the Principal.
  - a. The Principal shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to the Superintendent.



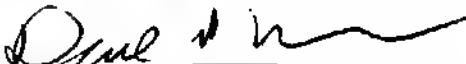
2. The aggrieved party shall submit the grievance in writing to the Superintendent. The Superintendent shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to the Superintendent if no decision is rendered, move the grievance in writing to the Board of Education.
3. The aggrieved party shall submit the grievance in writing to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision.

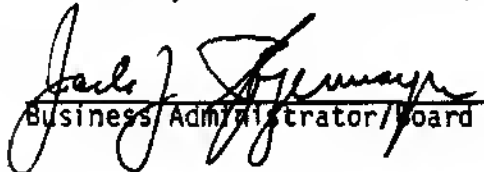
### XIII. DURATION

This agreement shall be in full force and effect as of July 1, 1993 and shall remain in effect to and including June 30, 1996. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate this agreement.


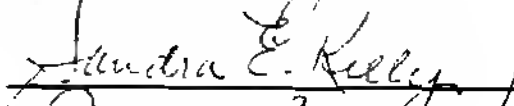

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 22 day of Sept., 1993.

### LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

BY:   
President, Board of Education

  
Business Administrator/Board Secretary

### SECRETARY/CLERK REPRESENTATIVES

By:   
  


# SECRETARY/CLERICAL SALARY GUIDE - 1993/94 - 1994/95 - 1995/96

CLERK/TYPIST				SECRETARY			ADMINISTRATIVE SEC.		
ST	93/94	94/95	95/96	93/94	94/95	95/96	93/94	94/95	95/96
1	15,142	15,748	16,378	16,216	16,864	17,539	16,694	17,362	18,056
2	15,839	16,472	17,131	16,962	17,640	18,346	17,462	18,161	18,887
3	16,535	17,197	17,885	17,708	18,415	19,153	18,230	18,959	19,717
4	17,232	17,921	18,638	18,454	19,191	19,959	18,998	19,758	20,548
5	17,928	18,646	19,392	19,200	19,967	20,766	19,766	20,557	21,378
6	18,625	19,370	20,145	19,946	20,743	21,573	20,534	21,355	22,209
7	19,321	20,094	20,898	20,692	21,518	22,380	21,302	22,154	23,039
8	20,018	20,819	21,652	21,438	22,294	23,187	22,069	22,953	23,870
9	20,714	21,543	22,405	22,183	23,070	23,993	22,837	23,751	24,701
10	21,411	22,268	23,158	22,929	23,846	24,800	23,605	24,550	25,531
11	22,107	22,992	23,912	23,675	24,621	25,607	24,373	25,349	26,362
12	22,804	23,716	24,665	24,421	25,397	26,414	25,141	26,147	27,192
13	23,500	24,441	25,419	25,167	26,173	27,221	25,909	26,946	28,023
14	24,197	25,165	26,172	25,913	26,949	28,027	26,677	27,744	28,853
15	24,893	25,890	26,925	26,659	27,724	28,834	27,445	28,543	29,684
16	25,590	26,614	27,679	27,405	28,500	29,641	28,213	29,342	30,515
LONGEVITY:									
17	25,940	26,964	28,029	27,755	28,850	29,991	28,563	29,692	30,865
18	26,290	27,314	28,379	28,105	29,200	30,341	28,913	30,042	31,215
19	26,640	27,664	28,729	28,455	29,550	30,691	29,263	30,392	31,565
20	26,990	28,014	29,079	28,805	29,900	31,041	29,613	30,742	31,915
21	27,340	28,364	29,429	29,155	30,250	31,391	29,963	31,092	32,265
22	27,690	28,714	29,779	29,505	30,600	31,741	30,313	31,442	32,615
23	28,040	29,064	30,129	29,855	30,950	32,091	30,663	31,792	32,965
24	28,390	29,414	30,479	30,205	31,300	32,441	31,013	32,142	33,315
25	28,740	29,764	30,829	30,555	31,650	32,791	31,363	32,492	33,665
26	29,090	30,114	31,179	30,905	32,000	33,141	31,713	32,842	34,015
27	29,440	30,464	31,529	31,255	32,350	33,491	32,063	33,192	34,365
28	29,790	30,814	31,879	31,605	32,700	33,841	32,413	33,542	34,715
29	30,140	31,164	32,229	31,955	33,050	34,191	32,763	33,892	35,065
30	30,490	31,514	32,579	32,305	33,400	34,541	33,113	34,242	35,415

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

SECRETARIAL/CLERICAL CONTRACT

1993 - 1996

Vacation Leave Policy - Clarification of item "F"

An Employee with ten (10) days earned vacation time per year

- At least five (5) days must be used during the summer months
- Up to five (5) days (1/2 of current year earned vacation time) may be carried to the following year - to use or loose

An employee with fifteen (15) days earned vacation time per year

- At least five (5) days must be used during the summer months
- Up to seven and one-half (7 1/2) days (1/2 of current year earned vacation time) may be carried to the following year - to use or loose

An employee with twenty (20) days earned vacation time per year

- At least five (5) days must be used during the summer months
- Up to ten (10) days 1/2 of the current year earned vacation time) may be carried to the following - to use or loose

Further Clarification

In no case shall the vacation time carried over to the next year exceed one half (1/2) of that earned in the current year, e.g.: Only one-half (1/2) of vacation time earned in the 1993/94 school year may be carried over to the 1994/95 school year.

In no case may carry-over time be attached to the following years earned vacation time for halving. Carry-over time must be used or it will be lost if not used in the carry-over year. Carry-over vacation time must be used before current year vacation.

